

**SO ORDERED.**



1 **TIFFANY & BOSCO**  
2 P.A.  
3 **2525 EAST CAMELBACK ROAD**  
4 **SUITE 300**  
5 **PHOENIX, ARIZONA 85016**  
6 **TELEPHONE: (602) 255-6000**  
7 **FACSIMILE: (602) 255-0192**

Dated: December 28, 2010



**REDFIELD T. BAUM, SR**  
**U.S. Bankruptcy Judge**

6 Mark S. Bosco  
7 State Bar No. 010167  
Leonard J. McDonald  
8 State Bar No. 014228  
Attorneys for Movant

9 10-52931

10 **IN THE UNITED STATES BANKRUPTCY COURT**

11 **FOR THE DISTRICT OF ARIZONA**

13 IN RE:

No. 2:10-BK-37152-RTBP

14 Jeffrey Leon Crow and Monica Renee Crow  
15 Debtors.

Chapter 7

16 Wells Fargo Bank, N.A.  
17 Movant,

ORDER

vs.

(Related to Docket #8)

18 Jeffrey Leon Crow and Monica Renee Crow,  
19 Debtors, Lawrence J. Warfield, Trustee.

20 Respondents.

21  
22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed  
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,  
24 and no objection having been received, and good cause appearing therefor,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

26

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated April 30, 2008 and recorded in the office of the  
3 Coconino County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Jeffrey Leon  
4 Crow and Monica Renee Crow have an interest in, further described as:

5 Lot 38, TIMBERVIEW VILLAGE, as shown on the plat thereof, recorded in Case 7, Maps  
6 35-35A, records of Coconino County, Arizona;  
7 TOGETHER WITH an undivided 1/115th interest in the common area as set forth in said  
Plat and Declaration recorded in Docket 2004, Page 198 and re-recorded in Docket 2066,  
Page 437, records of Coconino County, Arizona.

8 **IT IS FURTHER ORDERED** that Movant may contact the Debtor(s) by telephone or written  
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 **IT IS FURTHER ORDERED** that this Order shall remain in effect in any bankruptcy chapter  
14 to which the Debtor may convert.